

FILED
GREENVILLE CO. S. C.
DEC 18 3 56 PM '79
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE
(Construction—Permanent)

THIS MORTGAGE is made this 18th day of December, 19 79, between the Mortgagor, Gene R. McKinney and Marilyn E. McKinney, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-one Thousand Six Hundred Fifty and no/100 Dollars or so much thereof as may be advanced, which indebtedness is evidenced by Borrower's note dated December 18, 1979, (herein "Note"), providing for monthly installments of interest before the amortization commencement date and for monthly installments of principal and interest thereafter, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010;

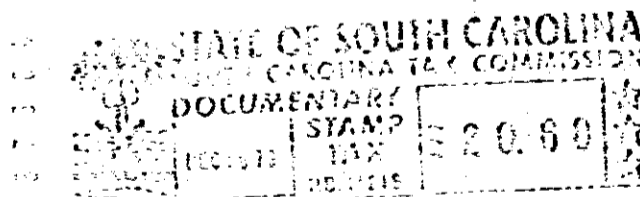
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage and the performance of the covenants and agreements of Borrower herein contained, (b) the performance of the covenants and agreements of Borrower contained in a Construction Loan Agreement between Lender and Borrower dated December 18, 1979, (herein "Loan Agreement") as provided in paragraph 24 hereof, and (c) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant, and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

ALL that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the northwestern side of Stoney Creek Drive in the City of Mauldin, Greenville County, South Carolina, being known and designated as Lot No. 120 on a plat entitled FORRESTER WOODS, SECTION 7, made by R. B. Bruce dated February 12, 1975, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-P at Pages 21 and 22, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Stoney Creek Drive at the joint front corner of lots nos. 119 and 120 and running thence along the common line of said lots, N. 68-10 W. 138.5 feet to an iron pin; thence N. 17-39 E. 109.4 feet to an iron pin at the joint rear corner of lots nos. 120 and 121; thence along the common line of said lots, S. 70-30 E. 138.4 feet to an iron pin on the northwestern side of Stoney Creek Drive; thence along the northwestern side of Stoney Creek Drive, S.17-48 W. 115.0 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors by deed of Danco, Inc. recorded May 14, 1979 in Deed Book 1102 at Page 385.

Derivation:



which has the address of Lot 120 Stoney Creek Road Mauldin,
[Street] [City]
S. C. 29662 (herein "Property Address");
[State and Zip Code]

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements, or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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